

Recent case law provides that a court should review contingent-fee agreements, such as the one here, for reasonableness. *Griffin v. Astrue*, 1:10cv115-MR, 2012 WL 3155578 at *2

(W.D.N.C. August 2, 2012) (citing Gisbrecht v. Barnhart, 535 U.S. 789 (2002) and Mudd v. Barnhart, 418 F.3d 424 (4th Cir. 2005)).

Plaintiff's counsel now seeks an award of \$20,181.25 in attorney's fees. (Document No. 23, p.1). Plaintiff reports that Defendant "does not object to this petition for 406(b) attorney's fees in the amount of \$20,181.25." (Document No. 23, p.1). The undersigned observes that Plaintiff's counsel is requesting fees for work done in the instant action, as well as the subsequent action, Morrow v. Colvin, 3:13-CV-238-MOC (2013). As such, Plaintiff shall not attempt further payment in either action.

Based on the foregoing, applicable authority, and Plaintiff's papers, the undersigned finds that Plaintiff's request for fees should be granted, with modification.

IT IS, THEREFORE, ORDERED that the "Motion of Plaintiff's Counsel for Attorney's Fees Under 42 U.S.C. § 406(b)" (Document No. 23) is **GRANTED**. The Court awards Plaintiff's counsel fees in the amount of **\$18,181.25**.

SO ORDERED.

Signed: May 10, 2016



David C. Keesler
United States Magistrate Judge

